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**CITY OF EL PASO, TEXAS
BUILDING & PLANNING SERVICES**

MEMORANDUM

TO: The Honorable Mayor & City Council
Jim Martinez, Interim City Manager
Laura Uribarri, Executive Assistant to the Mayor
Adrian Ocegueda, Executive Assistant to the Mayor

COPY TO: Lisa Elizondo, City Attorney
Terri Cullen-Garney, Deputy City Attorney
Kevin Elkins, Assistant City Attorney
Irene Ramirez, P.E., Interim City Engineer
Ted Marquez, P.E., Traffic Engineering Division Manager

FROM: Patricia D. Adauto, Deputy CAO for Building & Planning Services *Adauto*

SUBJECT: City Council Agenda Items for September 7, 2004 Agenda

DATE: September 2, 2004

The following items have been scheduled for City Council action as noted above.

That the Mayor be authorized to sign a CONDUIT UNDER TRACK AGREEMENT between the Texas Department of Transportation, the Burlington Northern and Santa Fe Railway Company and the City of El Paso, to allow for the installation of conduit with conductor cable under the existing underpass structure on Country Club Road and Doniphan Drive under the Burlington Northern and Santa Fe Railway Company's track.

This three-party agreement allows for the use of railroad property for the installation of conduit and conductor cable on Country Club Rd. and Doniphan Drive under the railroad underpass for the traffic light synchronization project. There are no costs associated with this agreement.

That the Mayor is hereby authorized to sign on behalf of the City, an Amendment to a Local Transportation Project Advance Funding Agreement for the reconstruction of Magofin Avenue from Campbell Street to Virginia Street to include the improvement of the pedestrian way including landscaping, ornamental lighting and sidewalk reconstruction for the San Antonio Transit Plaza Project in El Paso, Texas. The Mayor is hereby authorized to execute any necessary budget transfers to accomplish the intent of this Resolution.

This amendment revises the total project budget to \$1,475,582.40, and the City match to \$295,116.48. The revision is a result of the final cost estimate for this project. The City of El Paso will be managing this project through design and construction. The City's match is budgeted through FY00 sale of certificates of obligation.

That the Mayor be authorized to sign a LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT for an STP Metropolitan Safety Project ("Agreement") between the City of El Paso ("City") and the State of Texas, acting through the Texas Department of Transportation ("State"). The scope of work for this agreement is described in layman's terms as installation of advance warning signs and signals on Hawkins Blvd. at Phoenix and Tony Lama and the installation of safety lighting on Lomaland at Yermoland. This will be a reimbursable Agreement as described in the Local Project Sources and Uses of Funds, with additional terms and conditions as further described in the Agreement; and that the Mayor is hereby authorized to execute any necessary budget transfers to accomplish the intent of this Resolution.

This agreement is for the installation of advance warning signs and signals on Hawkins Blvd. at Phoenix and Tony Lma and the installation of safety lighting on Lomaland at Yermoland. The total project cost is \$84,700 with the City's match totaling \$8,470. These projects competed statewide for funding through the Hazard Elimination and Safety project call and were funded through the State's allocation of Metropolitan Safety funds. The City's match will be funded through FY98 issue of Certificates of Obligation.

Building & Planning Services recommends approval of these items. Should you have any questions regarding this item you may reach me or Teresa Quezada at 541-4853.

Office Use Only			
Mayor's Office (3 copies):	date: _____	time: _____	by: _____
Representative District 1:	date: _____	time: _____	by: _____
Representative District 2:	date: _____	time: _____	by: _____
Representative District 3:	date: _____	time: _____	by: _____
Representative District 4:	date: _____	time: _____	by: _____
Representative District 5:	date: _____	time: _____	by: _____
Representative District 6:	date: _____	time: _____	by: _____
Representative District 7:	date: _____	time: _____	by: _____
Representative District 8:	date: _____	time: _____	by: _____

RESOLUTION

WHEREAS, an existing underpass structure on Country Club Road and Doniphan Drive crosses the Burlington Northern and Santa Fe Railway Company track at DOT No. 019 780K (Railroad Milepost 1147.47) in El Paso, El Paso County, Texas, and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of El Paso propose to install conduit and conductor cable under the track of the Railroad by the jack and bore method to provide for traffic light synchronization at DOT No. 019 780K (Railroad Milepost 11147.47) in El Paso, El Paso County, Texas,

NOW THEREFORE, BE IT **RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO**:

That the Mayor be authorized to sign a CONDUIT UNDER TRACK AGREEMENT between the Texas Department of Transportation, the Burlington Northern and Santa Fe Railway Company and the City of El Paso, to allow for the installation of conduit with conductor cable under the existing underpass structure on Country Club Road and Doniphan Drive under the Burlington Northern and Santa Fe Railway Company's track.

ADOPTED this 7th day of September, 2004.

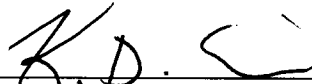
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

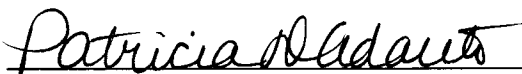
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Kevin D. Elkins
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adaauto, Deputy CAO
for Building and Planning Services

El Paso County
CSJ 0924-06-221
Project CM 2004(175)
Country Club Road at Doniphan Drive
In El Paso
DOT No. 019 780K

STATE OF TEXAS §

COUNTY OF TRAVIS §

TEXAS DEPARTMENT OF TRANSPORTATION

CONDUIT UNDER TRACK AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter shown as being fully executed, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", The Burlington Northern and Santa Fe Railway Company, a corporation, hereinafter called the "Railroad", acting by and through their official contracting officers, and the City of El Paso, hereinafter called the "City", acting by and through its duly authorized City official.

W I T N E S S E T H

WHEREAS, the State and the City propose to bore under the track of the Railroad to install conduit and conductor cable in order to provide for traffic light synchronization at DOT No. 019 780K (Railroad Milepost 1147.47) in El Paso, El Paso County, Texas, as shown in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, all work to be performed and all materials to be provided will be at the State's expense.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. PERMISSION. The Railroad hereby grants permission to the State and/or its Contractor and the City to install conduit with conductor cable under the Railroad track by the jack and bore method.

2. RAILROAD FORCE ACCOUNT.

a. In order to provide for the safety of rail traffic, the Railroad may provide, at State's expense, flaggers during the period of performance of work in or incident to the proposed installation of conduit and fiber optic cable. The Railroad shall prepare a written cost estimate, subject to approval by

the State, attached hereto and to be identified as "Attachment '1'". The Railroad should include the cost associated with flagging and engineering in the estimate. Only work shown in the approved estimate will be reimbursed.

b. The Railroad shall perform the flagging to be done by the Railroad as required by the project only after receipt of a written Work Order from the State to proceed with same. Payment will not be made for flagging done by the Railroad that is performed at the project site prior to the issuance of a "Work Order" by the State. The providing of this service shall not relieve the State and/or its Contractor of any responsibility or liability.

c. The State shall give the Railroad's Superintendent of Transportation at least ten (10) days written notice prior to commencement of any work hereunder.

3. CONSTRUCTION AND MAINTENANCE.

a. The State, the City, and the Railroad agree to perform the work as outlined in Exhibit "A". The work will generally consist of installing conduit with conductor cable under the Railroad track by the jack and bore method, which will be performed by the State and/or its Contractor.

b. It is agreed that after completion of this project the City will maintain the conduit and conductor cable at its sole expense.

c. The State shall require its Contractor or subcontractors to use all care and precaution necessary to avoid accident, damage, or interference to the Railroad's tracks or to the trains or traffic using its tracks and notify the Railroad a minimum of ten (10) days in advance whenever it is about to perform work adjacent to any track to enable the Railroad to furnish flagging and such other protective services as might be necessary to ensure safety of railroad operations. These items must be approved by the State and shown in the estimate. The Railroad shall have the right to furnish all such flagging or protective services that have been approved by the State and shown in the estimate; as in its judgment are necessary and the State will reimburse the Railroad for cost thereof.

d. THE STATE'S CONTRACTOR SHALL ASSUME ALL LIABILITY FOR AND INDEMNIFY AND HOLD THE RAILROAD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, COSTS, AND EXPENSES ON ACCOUNT OF INJURY TO OR DEATH OF PERSONS WHOMSOEVER, INCLUDING CLAIMS UNDER THE FEDERAL EMPLOYERS LIABILITY ACT (FELA), OR DAMAGE TO PROPERTY, WHATSOEVER, WHERE SUCH INJURY, DEATH, DAMAGES, OR DESTRUCTION RESULTS FROM ANY CAUSE ARISING OUT OF WORK PERFORMED BY THE STATE'S CONTRACTOR, ITS AGENTS, EMPLOYEES, AFFILIATES, OR SUCCESSORS PURSUANT TO AGREEMENT WITH STATE, AND SHALL ALSO RELEASE THE RAILROAD FROM AND SHALL WAIVE ANY CLAIMS FOR INJURY OR DAMAGE TO EQUIPMENT OR OTHER PROPERTY WHICH MAY RESULT FROM THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF RAILROAD TRACKS, WATERLINES, FIBER OPTIC CABLE, PIPELINES, AND OTHER FACILITIES ON RIGHT OF WAY OF THE RAILROAD SAVING AND EXCEPTING ANY INJURIES, DEATH, DAMAGE, OR DESTRUCTION RESULTING SOLELY FROM THE NEGLIGENT ACTS OF THE RAILROAD OR ITS OFFICERS, AGENTS OR EMPLOYEES. It being acknowledgeable and agreed by the parties hereto that the Contractor is not nor shall be considered to be an agent of the State regarding this provision.

e. The contractor further agrees, at its expense, in the name and on behalf of the railroad, that it shall adjust and settle all claims made against the railroad, and shall appear and defend any suits or actions at law or in equity brought against the railroad on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by the contractor under this agreement for which the railroad is liable or is alleged to be liable. THE RAILROAD SHALL GIVE NOTICE TO THE CONTRACTOR, IN WRITING, OF THE RECEIPT OR PENDENCY OF SUCH CLAIMS AND THEREUPON THE CONTRACTOR SHALL PROCEED TO ADJUST AND HANDLE TO A CONCLUSION SUCH CLAIMS, AND IN THE EVENT OF A SUIT BEING BROUGHT AGAINST THE RAILROAD, THE RAILROAD MAY FORWARD THE SUMMONS AND COMPLAINT OR PROCESS IN CONNECTION THEREWITH TO THE CONTRACTOR, AND THE CONTRACTOR SHALL DEFEND, ADJUST, OR SETTLE SUCH SUITS AND PROTECT, INDEMNIFY, AND SAVE HARMLESS THE RAILROAD FROM AND AGAINST ALL DAMAGES, JUDGMENTS, DECREES, ATTORNEY'S FEES, COSTS, AND EXPENSES GROWING OUT OF OR RESULTING FROM OR INCIDENT TO ANY SUCH CLAIMS OR SUITS.

f. The Railroad, under terms of this agreement, gives the State and/or its Contractor and/or the City permission to enter the Railroad right of way to perform routine maintenance and/or emergency work as required. This permission is granted solely for the work performed under this agreement.

4. INSURANCE.

The contract or contracts to be let by the State for the construction of the work to be undertaken by it hereunder shall provide:

a. Comprehensive General Liability Insurance Policy. The State's Contractor shall furnish evidence to the State that, with respect to the operations the Contractor performs, the Contractor carries a Standard Comprehensive General Liability Insurance Policy providing limits of not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence, and not less than two million dollars (\$2,000,000) aggregate for all occurrences.

If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations.

b. Contractors' Protective Liability Insurance. The State's Contractor shall furnish evidence to the State that, with respect to the operations performed for the Contractor by subcontractors, the Contractor carries on his own behalf a Contractors' Protective Liability Insurance Policy providing for a limit of not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence, and not less than two million dollars (\$2,000,000) aggregate for all occurrences.

c. Railroad Protective Liability Insurance (which includes Bodily Injury, Property Damage, and Physical Damage Insurance). The State's Contractor shall furnish an original policy to the State for and on behalf

of the Railroad which, with respect to the operations the Contractor or any subcontractors perform, provides the Standard Railroad Protective Liability Insurance Policy with a limit of not less than two million dollars (\$2,000,000) for bodily injury, property damage and physical damage to property, and not less than six million dollars (\$6,000,000) aggregate for all occurrences.

d. General. The insurance specified in paragraphs a. and b. shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by formal acceptance by the State.

The insurance specified in paragraph c. above shall be carried until all work performed on the Railroad right of way has been completed and the temporary grade crossing, if any, is no longer used by the contractor.

5. PAYMENT.

a. No payment will be due the Railroad unless a Work Order for work to begin is issued by the State. This Work Order will normally be issued shortly after the contract letting.

b. Reimbursement to the Railroad will be made for work performed and materials furnished, including but not limited to, insurance premiums and coverage at the rate and amount set forth in the approved cost estimate attached hereto, in accordance with the provisions of the Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I, issued by the Federal Highway Administration on December 9, 1991, and amendments thereto except as modified by the provisions herein. Work performed and materials furnished by the Railroad will be reimbursed by the State based on actual costs incurred by the Railroad as they relate to the development of the project and approved in the cost estimate, identified as "Attachment '1'".

c. The cost of preliminary engineering (which is ineligible for reimbursement with Federal funds if incurred prior to date of project letting and authorization of Federal funds) will be reimbursed with State funds if incurred after the State's request for preparation of estimates.

d. The Railroad may submit monthly bills of at least \$2,500.00, prepared in satisfactory form, for items provided in the approved cost estimate. Payment will be made within thirty (30) days for as much as 95% of the costs detailed on the bills.

e. The Railroad will submit a complete and final bill, including all eligible costs, when the project is completed, and the State will pay to the Railroad as much as 95% of the costs detailed on the bill. The State shall make payment within thirty (30) days of receipt of the bill. After audit of the Railroad's documentation for the final bill, the State will make payment of the eligible balance due the Railroad.

6. TERMINATION. The State and/or the City reserves the right to cancel this agreement for any reason and at any time prior to the issuance of a Work Order by the State to the Railroad to proceed with any part of the work outlined herein. The State and/or the City will not be responsible for any

expense incident to any cost incurred in the event of the cancellation of this contract, unless a "Work Order" was issued by the State and the Railroad incurred expenses pursuant to that "Work Order".

7. RECORDS AND AUDITS.

a. The State, the City, and the Railroad shall maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at their offices during the contract period and for three (3) years from the date of final payment. The records shall be made available to representatives from the State or U. S. Department of Transportation, including the Office of Inspector General, for the purpose of making audits, inspections, transcriptions, or excerpts.

b. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

8. EXISTING AGREEMENTS. It is agreed that all existing agreements between the Railroad and the State and/or the City concerning licenses, permits, leases or easements at this location shall remain in full force and effect.

9. RESPONSIBLE FOR ITS OWN ACTIONS. The parties hereto acknowledge that no party is an agent, servant, or employee of any of the other parties, and each party agrees it is responsible for its own individual acts and deeds as well as the acts and deeds of its contractors, agents, representatives, and employees during performance of contract work.

10. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

a. The State and/or its Contractor shall, five (5) working days before any work is performed, call the Railroad's Communications Network Control Center at (800) 533-2891 to determine if fiber optic or other type of cable is buried in the general location where work is to be performed. In the event such cable is present, the State and/or its Contractor shall then call the owner of the fiber optic or cable line to determine its exact location. THE STATE'S CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE RAILROAD AGAINST ANY COST OR CLAIMS ARISING OUT OF DAMAGE TO ANY CABLE, BUT ONLY TO THE EXTENT SUCH DAMAGE IS CAUSED BY NEGLIGENCE OF THE STATE'S CONTRACTOR.

b. In no event shall the State and/or its Contractor ignore warning signs that fiber optic or other type of cable is present.

11. LIMITED ACCESS. The State and/or the City hereby agrees that during the performance of the proposed improvements it will keep its employees, material, and machinery within the defined area of the premises unless otherwise specified in Exhibit "A". There shall be no crossings of the Railroad's track except at existing, open, and public crossings.

12. RAILROAD RETAINS TITLE. Upon execution by all parties, this agreement will be in effect and continue thereafter for so long as the Railroad premises shall be used for the purposes set forth herein; provided, however, if the State shall abandon the use of the Railroad premises, or any part thereof, for such purposes, this license and permission and the rights and privileges granted hereby as to the portion or portions so abandoned shall expire and terminate at the time each such portion shall be so abandoned; whereupon the Railroad shall have the same complete title to the Railroad premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude therefrom the State, its successors, and assigns.

13. TRANSFER. The parties hereto shall not assign the Agreement, in whole or in part, or any rights herein granted, without the written consent of the other party, and it is agreed that any transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the non-transferring party, shall terminate this Agreement.

14. AGREEMENT NOT A WAIVER. This permission is granted solely for the purposes of the State and/or the City, at its sole cost and expense, for the proposed installation of conduit with conductor cable as shown in Exhibit "A", and is expressly subject and subordinate to the present and future rights of the Railroad, its successors, assignees, lessees, grantees and licensees, to maintain, use, operate, and renew on, beneath, or above the surface of the Railroad premises any telephone, telegraph, power, communication, or signal lines, poles and/or appurtenances, fiber optic communications, track, roadways, pipelines, structures, improvements, or facilities of similar or different character, as now located, and to construct, install, establish, and thereafter maintain, use, operate, and to renew on, beneath, or above the surface of the Railroad premises, any or all said things, provided the same do not materially interfere with the State's use of the Railroad premises as hereinabove provided.

15. NOTIFICATION. The State and/or the City agrees to notify the Railroad in writing when all work on the Railroad's right of way is complete.

16. RELOCATION OR REMOVAL OF CONDUCTOR CABLE SYSTEM.

a. The permission herein granted is subject to the reasonable needs and requirements of the Railroad in the operation of its railroad and in the improvements and use of its property for railroad purposes. The State and/or the City shall, upon the Railroad giving the District Engineer and/or the City reasonable advance written notice, relocate all or any portion of the conductor cable system to another portion of the Railroad's property. The relocation shall be at the sole expense of the State and/or the City whenever, in the furtherance of the Railroad's reasonable railroad needs and requirements, the Railroad reasonably finds that such relocation is necessary.

b. All the terms, conditions and stipulations herein expressed with reference to the conductor cable system on property of the Railroad in the locations hereinbefore described as shown in Exhibit "A" shall, so far as the conductor cable system remains on the property, apply to the conductor cable system as modified, changed, or relocated within the contemplation of this section.

17. CONDITIONS. All provisions concerning the State, which are stipulated herein, related to highway facilities not located on the state highway system shall automatically cease and terminate upon official completion of the project. The City shall assume the rights of the State after the State has completed the project and released retainage (if retainage required) and paid the Railroad for all eligible costs incurred hereunder, for those facilities not located on the state highway system.

IN WITNESS WHEREOF, the State, the Railroad, and the City have executed triplicate counterparts of this agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Carlos A. Lopez, P.E., Director, Traffic Operations Division

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

By [Signature] Date 8/13/04

Name and Title TIMOTHY J. HUYA, MANAGER PUBLIC PROJECTS

Approved to Form 8/11/04

THE CITY OF EL PASO SIGNATURES ON PAGE 1A

By _____ Date _____

Name and Title _____

Notices:

For the purposes of this agreement, all notices, correspondence, billings, and other documentation shall be mailed to the following addresses:

For the State of Texas

Railroad Section Director
Texas Department of Transportation
Traffic Operations Division (TRF-RR)
125 E. 11th Street
Austin, Texas 78701-2483

For The Burlington Northern
and Santa Fe Railway Company

Manager Public Projects
The Burlington Northern and
Santa Fe Railway Company
5800 North Main Street
Fort Worth, Texas 76179

For the City of El Paso

City Engineer
~~Director of Public Works~~
City of El Paso
#2 Civic Center Plaza
El Paso, TX 79901

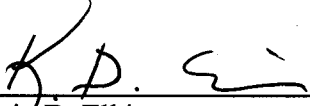
THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

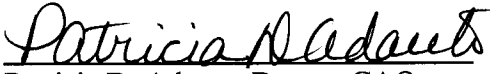
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Kevin D. Elkins
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto, Deputy CAO
for Building and Planning Services

APPLICATION

1). Name of Licensee: TEXAS DEPARTMENT OF TRANSPORTATION
(Name to be shown on Document)

a) If a corporation _____
(Exact Name of Corporation)

a corporation of the State of _____
(State of Incorporation)

NOTE: The corporate name of a company should be exactly as stated in its Articles of Incorporation. Type of Corporation, if other than a normal business corporation, MUST be shown:

(Municipal, quasi-municipal, body politic, etc.)

b) If an Individual _____
(Name of Individual)

of _____
(City & State)

c) If an individual or corporation doing business under a trade name:

(Doing Business As or Trade Name)

d) If a partnership _____
(Name of Partnership)

a partnership consisting of:

and _____
all of _____
(City & State)

2). Address of Licensee:
13301 GATEWAY BOULEVARD WEST, EL PASO, TEXAS 79928-5410

3). Name and mailing address of individual to whom instrument is to be sent for execution if different than shown in Item 2:

(Name & Address)

4). Billing address if different than shown in Item 2:

(Address)

5). Name and phone number of individual to contact in event of questions:

FAX # _____

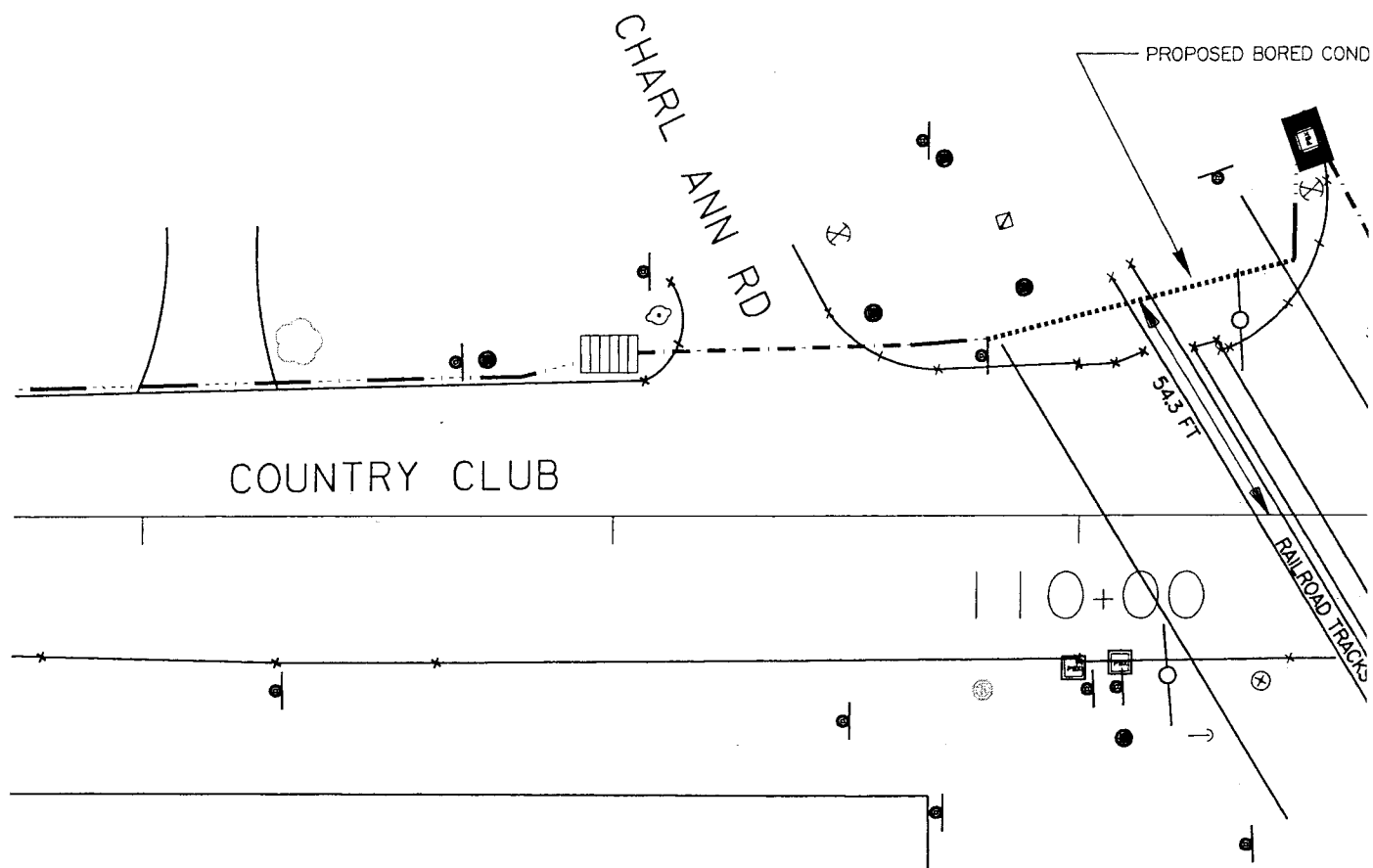
- 6). a) Do you plan to utilize the right-of-way for a public use (for a utility crossing)? ☒ Yes ☐ No
b) Do you have authority to utilize the right-of-way for a public use by condemnation? ☐ Yes ☐ No
c) Will you initiate condemnation proceedings to acquire the subject property in the event negotiations are unsuccessful? ☐ Yes ☐ No

- 7). When do you expect construction to begin on the Railroad Company's property? October, 2004
- 8). When do you need to receive this agreement from the Railroad Company? MARCH, 2004
(Please allow 30-45 days for crossings and 90-120 days for encroachments)
- 9). Permanent or Temporary Installation - PERMANENT
If Temporary, estimated term - -
- 10). Location of installation - City of El Paso, El Paso County, Texas
(City, County & State)
_____ ft. (N), (S), (E), or (W) of the (N), (S), (E), (W) or (Center) line of Section _____,
Township _____ (N) or (S), Range _____ (E) or (W).
- 11). New installation, relocation or modification of existing installation which is located on the Railroad Company's property or across tracks?
New installation
- 12). Do you have an existing agreement at this location with the Railroad Company which is to be affected by this request?
() No () Yes, Railroad Company Contract Number: _____
- 13). Is installation a crossing ☒ or encroachment _____ or both? _____
- 14). Is installation located within a dedicated public street? No _____.
Yes _____, enclosed are records which identify and prove the dedication of such public way.
- 15). Additional information pertinent to this installation:

- 16). If an encroachment, who will be served?
N/A
(Railroad, Railroad Tenant, General Public, etc.)
- 17). Did the Railroad Company's magazine advertisement affect your decision to utilize the right-of-way for a utility corridor?
() Yes ☒ No. If not, did another medium impress your decision? () Yes ☒ No.
If applicable, please advise other medium: _____

CONTRACTOR AND INSTALLATION INFORMATION

- 18). Will construction be by a Contractor? () No ☒ Yes
If yes, Contractor will be: to be determined
Address: _____
Corporate Status: _____
Name and Phone Number of individual to contact in the event of questions: _____
- 19). Describe in detail the method and manner of installation on the Railroad Company's property:
set bore pits at 30-35' from tracks, bore 3" RM conduit 4.5' beneath tracks.



FED. RD. DIV. NO.	SHEET NO. 5 FEDERAL AID PROJECT NO.		SHEET NO.
6	STP 2004 (XXX)HES		
STATE	STATE DIST. NO.	COUNTY	SCALE
TEXAS	ELP	EL PASO	1" = 100'
CONT	SECT	JOB	HIGHWAY NO.
0924	06	221.etc.	VARIOUS